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23 856 439 This Indenture, Made February 24 First National Bank of Evergreen Park, a National Banking Association, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a January 26, 1976 and known as trust number 3782 Trus' A reement dated herein referred to as "First Party," and FIRST NATIONAL BANK OF EVERGREEN PARK herein referred to as TRUSTEE, witnesseth: THAT, w.u. REAS First Party has concurrently herewith executed an installment note bearing even date herewith in the PRINCIPAL SUM OF --\$25,000.00)--THENTY FIVE THOUSAND AND NO/100made payable to BEARER and delivered, in and by which said Note the First Ja of promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate per cent per annum in installn er e as follows: ONE HUNDRED NINETY-SEVEN AND 12/100- DOLLARS of 1'77 and ONE HUNDRED NINETY-SEVEN AND 12/100--DOLLARS on the 10th day of April day of each thereafter until said note is fully 10th and every ronti paid except that the final payment of principal and interest; if not sooner paid, shall be due on the 24th day of February 2002 198 . Al such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each installmer conless paid when due shall bear interest at the rate of seven per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Evergreen Park

Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of FIRST NATIONAL BANK OF EVERGREEN PARK NOW, THEREFORE, First Party to secure the payment of the said rencipal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby a knowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the

which, with the property nereinafter described, is referred to herein as the "premises,"

following described Real Estate situate, lying and being in the

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, in-a-door beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by First Party or its successors or assigns shall be considered as constituting part of the real estate.

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TO HAVE AND TO HOLD the premises unto said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trust herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- 1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in gord condition and repair, without waste, and free from mechanic's or other liens or claims for lien not appears to the lien hereof; (3) pay when due any indebtedness which may be secured by a len or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a real-solute internation of publiding or buildings now or at any time in process of erection upon said premises; (1) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or unicipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special asses ments, water charges, sewer service charges, and other charges against the premises when due, and up in written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured again. loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance ampanies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay it full the indebtedness secured hereby, all in companies satisfactory to the holders of the holders of the ote, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and o deliver all policies, including additional and renewal policies, to holders of the note, of this paragraph.
- 2. The Trustee or the holders of the note hereby coured making any payment hereby authorized relating to taxes or assessments, may do so according to a y b ll, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax how of title or claim thereof.
- 3. At the option of the holders of the note and without notic to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwit'.str.ding anything in the note or in this trust deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any instalment of principal or interest on the note, or ()) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be expecised at any time after the expiration of said three day period.
- 4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be a vanded after entry of the decree) of procuring all such abstracts of title, title searches and examination, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
- The proceeds of any foreclosure sale of the premises shall be distributed and applied in the of the proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to First Party, its legal representatives or assigns, as their rights may appear.
- 6. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application

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for each receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when First Party, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The joint from time to time may authorize the receiver to apply the net income in his hands in payment in who, or in part of: (1) The indebtedness secured hereby, or by any decree for foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and decrease.

- 7. Tus'ee or the holders of the note shall have the right to inspect the premises at all reasonable times and ress thereto shall be permitted for that purpose.
- 8. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms bereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to before exercising any power herein given.
- 9. Trustee shall releas this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereo, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which leas a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed a pehalf of First Party; and where the release is requested of the original trustee and it has never excluted a certificate on any instrument identifying same as the note described herein, it may accept as the g nuine note herein described any note which may be presented and which conforms in substance with he description herein contained of the note and which purports to be executed on behalf of First Party.
- 10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds in the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust ner under shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
 - 11. Note hereinbefore referred to contains the follwing clause:

Said note also contains a promise by the maker thereof to de osit additional security for the payment of taxes, assessments, insurance premiums and communications charges.

THIS TRUST DEED is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything perein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, and and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by the First National Bank of Evergreen Park, as Trustee, solely in the exercise of the rowers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, yor shall at any time be asserted or enforced against, the First National Bank of Evergreen Park, its agents, or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal or instead principal note contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holder or holders of said principal or interest notes here of and by all persons claiming by or through or under said party of the second part or the holder or holders. I were or owners of such principal notes, and by every person now or hereafter claiming any right or security hereunder.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that the First National Bank of Evergreen Park, individually, shall have no obligation to see to the performance or non-performance of any of the covenants herein contained and shall not be personally liable for any action or nonaction taken in violation of any of the covenants herein contained, it being understood that the payment of the money secured hereby and the performance of the covenants herein contained shall be enforced only out of the property hereby mortgaged and the rents, issues, and profits thereof.

IN WITNESS WHEREOF, FIRST NATIONAL BANK OF EVERGREEN PARK, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its cornorate seal to be hereunto affixed and attested by its Assistant Cashier or Trust Officer, the day and rear first above written.

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FIRST NATIONAL BANKOP AS Trustee as aforesaid and the property of the control of ATTEST Vice President

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SILVER LAKE GARDENS VILLAS I MORTGAGE LAVG JAGE

UNIT 82 in Silver Lake Gardens Villas 1 as delineated on survey of certain lots or parts thereof of Silver Lake Gardens Unit 6A, a subdivision of part of the West half of the Northeast quarter of Section 13, Township 36 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois (hereinafter referred to as parcel) which survey is attached as Exhibit A to Declaration of Condominium made by Catalina which survey is attached as Exhibit A to Declaration of Condominium made by Catalina Construction Corporation recorded in the Office of the Recorder of Deeds of Cook County, Construction Corporation recorded in the Office of the Recorder of Deeds of Cook County, Construction and 22762685 as amended from time to time together will its undivided Illinois as Document No. 22762685 as amended from time to time together will its undivided percentage interest in said parcel (excepting from said parcel all the property and space comprising all the units thereof as defined and set forth in said Declaration and survey) which percentage shall automatically change in accordance with Amendments as same are filed of record, in the percentages set forth in such Amendments, which percentages shall automatically be deemed to be conveyed effective on the recording of each such Amendment as though conveyed hereby.

The lien of this mortgage on the common elements shall be automatically released as to percentages of the common elements set forth in Amendments filed of record in accordance with the Condominium Declaration recorded as Document 22762685 and the lien of this mortgage shall automatically attach to additional common elements as such Amendments are filed of record, in the percentages set forth in such Amendments which percentages are hereby conveyed effective on the recording of such Amendments as though conveyed hereby.

Mortgagor also hereby grants to mortgagee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration.

This mortgage is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

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| | | d for said County, in the ROBERT M. HONIG | State aforesaid | i, DO HEREBY |
| | ERTIFY, that | AODERI FI. HUNIG | | |
| Senior V | ice-President of the F | RST NATIONAL BANK OF EV | ERGREEN PARK, | and |
| | JOSEPH C. | | | Trust Officer, |
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END OF RECORDED DOCUMENT